# IT Management Agreement
# Exhibit “A” - Service Level Agreement

This Service Level Agreement is by and between The Villages Technology Solutions Group (“TSG”) and Sumter County Board of County Commissioners (“Customer”), as of the date signed below by both parties and is pursuant to the terms of the IT Management Agreement.

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## INTRODUCTION

This document is to serve as the outline for managing the technology support services contracted for under the IT Management Agreement between the Sumter County Board of County Commissioners and The Villages Technology Solutions Group, as referenced in the opening paragraph. This document also seeks to define the parameters by which “support” is requested; the timeliness and expectations of response to a request for support; the penalties for failure to meet these defined expectations as well as a method for resolving any dispute that may arise during provisioning of services within this Agreement.

As circumstances warrant, addendums or changes will be approved by both parties and made to this document.

## DEFINITIONS

All terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Billable Work Outside of SLA
"Billable Work Outside of SLA" refers to any services outside of this SLA, for which TSG will bill under their then current hourly rate structure. Prior to performing any of this “Billable Work Outside of SLA”, TSG will provide notification to “Customer” via email or in writing to obtain documented “Customer” approval prior to starting work. For Projects with a defined start and finish, this should be in the form of a written proposal.

Hours of Operation
"Hours of Operation" refers to those established business hours the “Customer” and/or “TSG” has defined for requesting support under this agreement. Support requested outside hours of operation is NOT covered under this SLA.

Methods of Contact
"Methods of Contact" refers to those established means by which service under this agreement may be requested. The primary and preferred method of contact is the work order system available at helpdesk@sumtercountyfl.gov.

Priority
"Priority" is automatically assigned by the work order system. The default priority is Medium. “TSG” and designated “Customer” personnel can change priority based upon the criteria specified in the work order. Work Start Time is contingent upon work order priority.

Receipt /Acknowledgement (or Received/Acknowledged)
"Receipt/Acknowledgement" is the initial reply from “TSG” staff indicating the existence of a Work Order. Receipt/Acknowledgement should not be confused with “Work Start Time” nor should it be confused with any automated work order generation process. Receipt/Acknowledgement is not an automated email.

Reprioritization
"Reprioritization" occurs when “Customer” alerts “TSG” to the importance of an “in process” work order and a request is made to increase or decrease the priority of the work order. Reprioritization, based on a higher priority, resets the Time-to-Resolve metric.

Responsiveness
"Responsiveness" refers to the timeliness by which “TSG” meets the Time-to-Resolve metric, which is dependent upon work order priority. Time-to-Resolve metrics are defined in the Service Level Agreement Time-to-Resolve matrix.

Service Commencement Date
"Service Commencement Date" is the effective billing start date “TSG” is prepared to commence providing the Services to be delivered under this Service Attachment. The Service Commencement Date is:

Service Level Credit
"Service Level Credit" is the dollar amount credited to “Customer” in the event of a Service Level Incident.

Service Level Incident
A "Service Level Incident" occurs whenever Service Level Agreement Time-to-Resolve is exceeded and “TSG” has made no attempt to work the service request or trouble ticket.

Service Level Threshold
"Service Level Threshold" is the stated, minimum level of performance as set forth herein. The Service Level Threshold is 95%. The Service Level Threshold will be met any month in which the aggregate “Responsiveness” to work orders is greater than 95%.

Service Request
“Service Request” is necessary service. A service request is usually not urgent nor is the user prevented from doing their normal work. The generic term for a service request is work order. Moves, adds, and changes are typical telephony categories that exemplify service requests. Other examples may be adding a contractor telephone number to a report or removing an ex-employee from Active Directory. A high priority or critical priority service request may take precedence over a trouble ticket. One example of a high priority service request that would require action over a trouble ticket would be if a County Commissioner requested to have their cell phone activated. It would be typical to have one high/critical priority Service Request a day. “Customer” has the responsibility for creating service requests.

Time-to-Resolve
"Time-to-Resolve” starts when a work order is assigned to TSG Tier 2/3 staff and ends when the work order is closed providing the customer’s availability and acceptance of the resolution. It is important that technicians close work orders as soon as possible after resolution in order to have an accurate Time-to-Resolve metric. There may be a valid reason for tickets that are not resolved within SLA timeframes such as “awaiting parts” or “outside vendor work required.” If a Service Level Agreement Time-to-Resolve is exceeded and no attempt to work the ticket has been made, it would be considered a Service Level Incident. The customer should notify “TSG” of any Service Level Incident in writing.

### Service Level Agreement Time-to-Resolve Matrix

| Priority | Service Request SLA | Trouble Ticket SLA |
|---|---|---|
| Critical | 2 work days | 1 work day |
| High | 5 work days | 3 work days |
| Medium | 10 work days | 5 work days |
| Low (default) | 14 work days | 7 work days |

Training
"Training" is provided by "TSG" on new or changed functionality via work order documentation. It is agreed upon that a user should only need training on a given program one time.

Trouble Ticket
"Trouble Tickets" prevent a user from doing their normal work. The generic term for trouble ticket is work order. Usually, but not always, a trouble ticket will take precedence over a service ticket. "Customer" has the responsibility for creating trouble tickets.

Work Days/Work Hours
"Work Days/Work Hours" are those business days and business hours that fall within the defined "Hours of Operation." For example, for a critical trouble ticket time stamped at 4pm on Friday (on a normal work week with no holidays), "TSG" has until 4pm the following Monday to close the work order and still meet the Service Level Agreement Time-to-Resolve metric.

Work Order
"Work Order" is the generic term for a service ticket or a trouble ticket. Work Order typically refers to the "ticket" created in an automated tracking system.

Work Order Documentation
"Work Order Documentation" should be updated in the work order on a daily basis. The time spent working the service request or trouble ticket should also be documented on the work order. The root cause, if found, and the steps taken for resolution should be documented on the work order as well. The work order system is the repository for all work order documentation.

Work Start Time
"Work Start Time" is the time between the receipt/acknowledgement of the service request or trouble ticket, and the time that "TSG" begins working on the issue. Work Start Time means that the work order is "in process." Work Start Time begins with the first customer contact from TSG. Tier 1/Service Desk is typically responsible for Work Start Time, even if an issue requires Tier 2/3 support to resolve. Due to the diversity of problems that may occur in a technology environment, this time does NOT define the amount of time until problem resolution.

## HOURS OF OPERATION

### Customer hours of operation

The "Customer's" hours of operation are defined as 8:00 AM – 5:00 PM, Monday through Friday, except when the "Customer" is closed due to holidays, administrative closings, or inclement weather.

### Technology Solutions Group hours of operation

"TSG's" hours of operation are defined as 8:00 AM – 5:00 PM, Monday through Friday. "TSG" recognizes the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, and Christmas.

For individuals providing Tier 1, on-site support, "Customer" recognizes "TSG" holidays in addition to the following holidays: Martin Luther King Jr. Day, Good Friday, Veteran's Day, and an additional Christmas holiday.

## METHODS OF CONTACT

### During Hours of Operation

Under this agreement, the primary method of requesting support and the first point of contact for all work orders will be contacting the Tier 1/Service Desk via email at helpdesk@sumtercountyfl.gov . In the event that email is not accessible, "Customer" should contact Tier 1 (on-site) Service Desk via telephone at 352-569-1518. All work orders should be routed through the Tier 1/Service Desk in order to establish an accurate benchmark for time metrics.

### Outside Hours of Operation

If the problem is not of an emergent nature, use the primary method of requesting support by contacting the Tier 1/Service Desk via email at helpdesk@sumtercountyfl.gov . In the event of an after-hours, critical trouble ticket contact "TSG" at 352.750.1515 – regardless of time of day. If routed to the "TSG" answering service, the "Customer" should leave a contact name, business entity, return telephone number, and a brief description of critical trouble ticket. "TSG" answering service will dispatch information to the appropriate staff person for immediate response. Support required outside "TSG" hours of operation is not covered by this SLA and is considered billable per the IT Management Agreement.

## PRIORITIES AND RESPONSE TIMES

### Priority assignment guidelines

When the "Customer" has submitted a service request or trouble ticket, "TSG" will use the following guidelines for assigning the priority designation to be associated with each. This priority aids "TSG" in determining the allocation of resources to resolve the reported issue in a timely manner. A service request or trouble ticket should not be escalated beyond the priority definitions provided here. Reprioritization will come from the designated "Customer" personnel.

| Priority | Criteria for Priority | Work Start Time |
|---|---|---|
| 1 – Critical | When service request/trouble ticket affects more than five individuals or 50% of the affected Department; or is considered a "mission critical" application and there is no established "work around" procedure available.<br>Examples: E-Mail services not functional; network services not available; departmental software solutions not functional; VOIP telephone service; printing and/or fax services not available. | "Customer" staff to open critical work order for immediate action on issue. |
| 2 – High | When service request/trouble ticket affects one to five individuals or 25% of the affected Department, and there is no established "work around" procedure available.<br>Examples: Workgroup printer failure; VOIP telephone service; printing and/or fax services not available. | Work start from "TSG" within 8 working hours. |
| 3 – Medium | When service request/trouble ticket affects fewer than five individuals and there are established "work around" procedures available. | Work start from "TSG" within three working days. |
| 4 – Low | When service request/trouble ticket has no direct affect on productivity and there are established "work around" procedures available. | "TSG" will schedule work start appropriately. |

# IT Management Agreement
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## Scope of Work included in $20,000 Per Month Fixed Fee

| | | |
|---|---|---|
| **Tier 1**<br>Service Desk | Provide two full time Service Desk Technicians assigned to “Customer” IT for handling Trouble Tickets and Service Requests. Must be available for dispatch with own transportation and cell phone. A+/CCNA certifications desired. | Backup Service Desk support is required for days when either of the two current Service Desk support personnel is not available due to illness, vacation, etc.<br>Any day that two Service Desk techs are not available for an 8 hour day, unless otherwise agreed upon by “Customer” and “TSG,” it will result in a service level incident, and will be credited as such per this SLA. |
| **Tier 2/3 Support**<br>Video | Provide support for existing video troubleshooting and trouble tickets post roll-out; act as liaison between “Customer” and existing vendors. | Any time there is no attempt to work a Video, VOIP, or Application Development service request or trouble ticket and the appropriate Time-to-Resolve is exceeded, it will be considered a service level incident, and will be credited as such per this SLA. |
| VOIP | Manage the existing VOIP system post roll-out. Handle Tier 2/3 VOIP service requests and trouble tickets as assigned while providing training to Tier 1/Service Desk staff for routine/recurring VOIP trouble tickets, until proficient. Conduct VOIP software upgrades as recommended by Cisco. | |
| Application Development | Support for CRW Trakit (including LandTrak, PermitTrak/GIS, ProjectTrak, CodeTrak, LicenseTrak, CRMTrak, AECTrak, and reports), CRW eTrakit (including PermitTrak for Inspections), Custom CRW Batch Process, Custom LandTrak Interface, Multi-Ops (Animal Control), and the Solid Waste Access Database. For CRW service requests and trouble tickets, CRW should be the initial point of contact. Provide training to Planning Dept supervisors on routine tasks that can be delegated to “Customer” (including data cleanup, CRW updates, and Surcharge reconciliations.) Conduct and/or assist in software program updates. | |

## Outside the Scope of this SLA

### GIS Support

GIS programming and support is not covered under this SLA and will be billed at the appropriate hourly rates.

### Network Administration and Support

“Customer” accepts responsibility for the network configuration as-is. “Customer” will be responsible for future network configuration and troubleshooting; therefore, network support from “TSG” will be billed at the appropriate hourly rates.

### Server Support

Server support, including co-location and datacenter support, is not covered under this SLA and will be billed at the appropriate hourly rates.

### Software Systems

Not covered under this SLA are those Access databases not already covered under Application Development and Sage—Abra Suites software.

### Special/New Projects

Design, acquisition, configuration, and initial implementation are not covered under this SLA and are considered separate, billable work projects. Along the same lines, writing proposals, bids, and/or specifications for new equipment and new technology projects is not covered under this SLA and will be billed at the appropriate hourly rates.

### Web and Intranet Programming Support

Web programming and support is not covered under this SLA and will be billed at the appropriate hourly rates.

### Other Exclusions

‘“TSG” shall not be responsible for service impairments caused by acts within the control of the customer, its agents, subcontractors, suppliers, licensees or users.

Items not identified as specifically included in this SLA will be excluded from the scope of this SLA unless agreed upon by both parties and formally amended to this document.

## SERVICE LEVELS AND SERVICE LEVEL CREDITS

### Exclusions

For the purposes of calculating compliance with Service Levels, “TSG” shall not be held responsible for failures to provide Services during the period of time for which any of the following “Exclusions” exist:

> Hardware Malfunction
> There is a defect or malfunction in any hardware or software that adversely affects “TSG’s” ability to perform the Services.
>
> Customer Resource Problems
> There are problems resulting from “Customer” resources not under “TSG” management.

### Scheduled Maintenance

Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.

### Network Changes

Changes made by “Customer” to the networking environment that were not communicated to or approved by “TSG”.

### Task Reprioritization

Problems or failures related to a prioritization or reprioritization of tasks by “Customer.”

### Force Majeure

Problems resulting from a Force Majeure Event as described in the IT Management Agreement.

### Agreed Temporary Exclusions

Any temporary exclusion requested by “TSG” and approved by “Customer” to implement changes in applications, environments, conversions, or system software.

### Customer Actions

Problems resulting from actions or inactions of “Customer” contrary to “TSG’s” reasonable recommendations.

### Customer Responsibilities

Problems resulting from any failure by “customer” to fulfill its responsibilities or obligations.

### Factors Beyond “TSG’s” Control

Delays or downtime due to any factor outside of “TSG’s” reasonable control.

### Internet Connectivity Loss

Loss of Internet connectivity to “Customer” site for any reason.

### Problem Ticket Management

The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time “Customer” reports the desktop malfunction or issue to “TSG”.

## General

IT systems are a complex web of dependencies and inter-dependencies. A change in one area will often impact other areas unintentionally. Tier 2/3 support includes troubleshooting until a root cause is found. This may mean involving Cisco TAC support, 3rd party vendors, DSM, County IT, Service Providers and County employees in the troubleshooting process. Whatever the root cause is eventually determined to be, the time spent in determining it is covered under this SLA. The same holds true in troubleshooting issues that may arise during scheduled Changes. Recurring root causes (more than twice by the same non-TSG entity within a six month window) should be brought to County IT attention and will be pursued by County IT for compensation for TSG’s time.

## Service Level Credits

Subject to the Exclusions, “TSG” shall use its reasonable best efforts to maintain “Responsiveness” (as described in definitions and calculated herein) so as to meet or exceed the Service Level Threshold.

“Customer” takes responsibility for the responsiveness of Tier 1/Service Desk support.

“Responsiveness” is to be computed in accordance with the following formula and expressed as a percentage:
Responsiveness = Actual number of Work Orders started in accordance with “Time-to-Resolve” / Total number of Work Orders Acknowledged * 100.

In the event that “TSG” fails to meet the Service Level Threshold for the month, “TSG” shall apply a corresponding Service Level Credit to the “Customer” against payments that become due to “TSG” in the succeeding month. If the TSG Tier I staff fails to report for duties as scheduled, Customer may request a $30 per hour Service Level Credit for the missed time. This request should be made in writing. If a Tier 2/3 Service Request or Trouble Ticket fails to meet the Service Level Threshold for a given month, “TSG” will apply a Service Level Credit of $75 per day for every incident exceeding the Time-to-Resolve metric for the applicable work orders. The accumulation of Service Credits can not exceed $2,000 per month. The defined Service Level Threshold and Service Level Credits are limited to billings under this SLA only.

## DISPUTE RESOLUTION

### General

Every relationship has its ups and downs, and an IT Outsourcing Agreement is no different. The intent of “dispute resolution” is based on resolving disputes without litigation. Left unresolved, small disputes – whether over price, scope, performance, delays, or requirements – mount into larger issues. As part of this Agreement, both parties agree to the resolution guidelines.

### Resolution/Guidelines

Both parties agree to:

1) Maintain a shared log of all disputes.
2) Exchange all written statements of all disputes.
3) Name specific individuals for addressing the issues that led to the dispute.
4) Allow that either party can escalate a dispute to the other parties’ management structure.
5) Establish a Management/Executive Committee to meet to resolve any unresolved disputes.
6) The parties agree that any claim or dispute relating to this agreement, or other matters, disputes, or claims between us, shall be subject to non-binding mediation within 30 days of either party making a request to the other by letter. Any such mediation will be held in Sumter County, and shall be conducted according to the mediation rules of the National Arbitration Forum. If such mediation is not successful, either party may seek litigation in a Sumter County court.

## TERMINATION OF AGREEMENT

Guidelines for termination of this SLA are provided in the IT Management Agreement.

## TERM AND RENEWAL

### Term

The term of this Agreement begins on the Service Commencement Date and, unless properly terminated by either party, this Agreement will remain in effect for duration of the corresponding IT Management Agreement.

### Renewal

"Renewal" means the extension of the term of this Agreement for an additional twelve (12) month period following the expiration of the Initial Term, or in the case of a subsequent Renewal, a Renewal term. This Agreement will automatically renew upon the expiration of the Initial Term or a Renewal term unless the party who intends to cancel the Agreement provides written notice of the intent to terminate the Agreement at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal term.

**The rest of this page is intentionally left blank.**

The parties, acting through their authorized officers hereby execute this Service Level Agreement as of the “Effective Signature Date”.

| | | | |
|---|---|---|---|
| For<br>The Villages Technology Solutions Group | | For<br>Sumter County Board of County Commissioners | |
| Signature: | | Signature: | |
| Printed Name: | | Printed Name: | |
| Title: | | Title: | |
| Signature Date: | | Signature Date: | |